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CHFP041

COMPANIES FORM No. 395

00400071

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. 14 FEB 2002

ACCOUNT RECEIVED

14 FEB 2002

Please do not
write in
this margin

Please complete
legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

To the Registrar of Companies

(Address overleaf - Note 6)

For official use Company number

Name of company

03034606

* easyJet Airline Company Limited (the *Lessee*)

Date of creation of the charge

30 January 2002

Description of the instrument (if any) creating or evidencing the charge (note 2)

Aircraft Lease Agreement dated 30 January 2002 between the Lessee and Newcourt Asset Finance International (the *Lessor*) in respect of the Aircraft (the *Lease*)

Amount secured by the mortgage or charge

1. The timely performance by the Lessee of all the Lessee Obligations owed to the Lessor under the Lease.
2. The performance by the Lessee of its obligations under the Lease and any other Operative Agreements, including, without limitation, the obligations of the Lessee to maintain and return the Aircraft, Airframe, the Engines and each Item of Equipment in the condition required by the Lease.

(All capitalised terms not defined herein are defined in Schedule 1)

Names and addresses of the mortgagees or persons entitled to the charge

Newcourt Asset Finance International
Temple House, Temple Road
Blackrock, Co., Dublin
Republic of Ireland

Postcode

Presentor's name, address and
reference (if any):

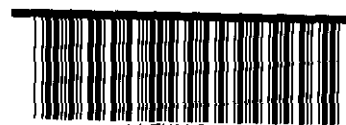
FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
~~DX 23 LONDON/CHANCERY LANE~~

AL/PN/CPL 108836-000

Time critical reference

For official use
Mortgage section

Post room



LD5
COMPANIES HOUSE

0214
14/02/02

Short particulars of all the property mortgaged or charged

1. With reference to item 1 of the box headed "Amount secured by the mortgage or charge" under this Companies House Form No. 395, an amount equal to two (2) months worth of the initially agreed Adjusted Basic Rent which, together with any interest thereon, shall constitute a security deposit (the **Security Deposit**).

2. With reference to item 2 of the box headed "Amount secured by the mortgage or charge" under this Companies House Form No. 395, the Maintenance Reserves, each Engine Reserve and Engine Life Limited Part Reserve.

3. Upon the delivery of the Aircraft under the Lease, the Aircraft shall not be subject to any Lien created by or attributable to the Lessor or the Lessee, except for those permitted by clause (i) of Article 14.1 of the Lease, as set out in Schedule 2.

(All capitalised terms not defined herein are defined in Schedule 1)

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

n/a

Signed T. J. B. Bruckman Director Date _____

On behalf of company/mortgagee/chargee*

*Delete as appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

Schedule 1: Defined Terms

Interpretation: References made to Exhibits in this schedule shall mean the exhibits referred to in the Lease.

Adjusted Basic Rent shall have the meaning given to such term in Section 3.1(a) of the Lease.

Aeronautics Authority shall mean, as the context may require the CAA if the State of Registration is England, or, if the State of Registration is not England, the governmental department, bureau, commission or agency that under the Law of the applicable State of Registration shall from time to time have control or supervision of civil aviation in that state or have jurisdiction over the registration, airworthiness, or operation, or other matters relating to, the Aircraft.

Affiliate shall mean any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with the Person specified.

Aircraft shall mean the Airframe together with (a) the Engines, the APU and Landing Gear, whether or not installed on the Aircraft, (b) all Parts or components thereof, (c) spare parts or ancillary equipment or devices furnished with the Airframe or the Engines under the Lease, (d) all Aircraft Documents, (e) all substitutions, replacements and renewals of any and all thereof, and (f) subject to Section 9.4 of the Lease, all capital improvements which may be made to, installed on or incorporated into the Aircraft, including, but not limited to, those required pursuant to any Airworthiness Directive.

Aircraft Documents shall mean the items identified in Appendix I to Exhibit A to the Lease as the Aircraft Documents and delivered to the Lessee on the Delivery Date and all other records and documentation pertaining to the Airframe, Engines and Parts generated during the Term (all of which shall be maintained in the English language) and all such other items which may be acquired or prepared by the Lessee relating to its use, operation and maintenance of the Aircraft during the Term and which are required to be kept in compliance with any regulation of the CAA.

Airframe shall mean the Boeing 737-73V aircraft (except for the Engines) as more specifically described in Exhibit A to the Lease and in the Lease Supplement, together with the APU, all Landing Gear and any and all Parts which are from time to time incorporated or installed in or attached thereto or which have been removed therefrom, so long as title thereto remains vested in the Lessor in accordance with the Lease.

Airframe Maintenance Payments shall mean the amounts to be paid by the Lessee to the Lessor for credit to the Airframe Maintenance Account pursuant to the terms of Exhibit M to the Lease, all such amounts to be retained by the Lessor following the termination of the Lease.

Airworthiness Directive or **AD** shall mean any mandatory airworthiness directive issued by the CAA and/or the FAA, and applicable to the Aircraft, the Engines and the Parts.

APU shall mean the auxiliary power unit installed in the Airframe on the Delivery Date as described in the Lease Supplement or any replacement thereof made pursuant to the Lease, together, in any case, with any and all Parts which are from time to time incorporated in or attached to the APU and any and all Parts removed therefrom so long as title thereto remains vested in the Lessor in accordance with the Lease.

Aviation Documents shall mean any or all of the following which at any time may be obtainable from the Aeronautics Authority: (a) an application for registration of the Aircraft with the appropriate authority in the State of Registration at or following Delivery, (b) the certificate of registration for the Aircraft issued by the State of Registration, (c) a full certificate of airworthiness issued by the Aeronautics Authority for the Aircraft specifying transport category (passenger), (d) an air operator's license issued by the Aeronautics Authority, and (e) such documents as the Manufacturer provides in connection with the Delivery and export of the Aircraft to the Lessee in England.

Bill of Sale means the bill of sale, substantially in the form of Exhibit K of the Lease, dated the Delivery Date, executed and delivered by Boeing Sales Corporation to the Lessor pursuant to the Purchase Agreement as assigned pursuant to the Purchase Agreement Assignment.

Boeing means The Boeing Company and shall include Boeing Sales Corporation (a wholly-owned subsidiary of Boeing), a Guam corporation, and its successors and assigns.

Boeing Bill of Sale means the bill of sale, dated the Delivery Date, executed and delivered by the Manufacturer to Boeing Sales Corporation.

Business Day shall mean any day other than a Saturday, Sunday or day on which commercial banking institutions in New York, New York or London, England are authorized by law to be closed.

CAA shall mean the Civil Aviation Authority of England or any successor Governmental Authority thereto.

Consent and Agreement shall mean the Consent and Agreements to the Engine Warranty Assignment and the Purchase Agreement Assignment, substantially in the form of Annex 3 to the Engine Warranty Assignment and Schedule 1 to the Purchase Agreement Assignment, each dated on or about the Delivery Date, executed and delivered by the applicable Manufacturer.

Cycle shall mean one take-off and landing of the Aircraft (or in respect of any Engine, an aircraft on which such Engine is installed).

Delivery shall have the meaning set forth in Section 2.1 of the Lease.

Delivery Date shall mean the date on which the Aircraft is delivered under the terms of the Lease, which date shall be set forth in the Lease Supplement.

Dollars or **\$** shall mean the lawful currency of the United States of America.

Engine Life Limited Parts Reserve shall mean the money paid by the Lessee to the Lessor within the Prior Period during the Term, this being an amount equal to Fifty-Four Dollars (\$54.00) times the number of Cycles of operation of each Engine during such Prior Period.

Engine Reserve shall include the Engine Restoration Reserve and the Engine Life Limited Parts Reserve.

Engine Restoration Reserve shall mean the money paid by the Lessee to the Lessor within the Prior Period during the Term, this being an amount equal to Fifty-Seven Dollars (\$57.00) times the number of Flight Hours of operation during such Prior Period for each Engine.

Engine Warranty Assignment shall mean the Assignment of General Terms Agreement Re Engine Warranties substantially in the form of Exhibit G to the Lease, dated on or about the Delivery Date, by and between the Lessor and the Lessee.

Engines shall mean each of the two CFM56-7B20 engines (being new ex manufacturer), each of which has 750 or more rated takeoff horsepower or the equivalent thereof, installed on said Airframe, bearing, respectively, the following: Position 1: Manufacturer Serial Number No.889727 Position 2: Manufacturer Serial Number No.889728, or any replacement of any thereof made pursuant to the Lease, together, in any case, with any and all Parts which are from time to time incorporated in or attached to any such Engine and any and all Parts removed therefrom so long as title thereto remains vested in the Lessor in accordance with the Lease.

FAA shall mean, as the context requires, the United States Federal Aviation Administration and/or the Administrator of the United States Federal Aviation Administration, or any person, governmental department, bureau, commission or agency succeeding to the functions of either of the foregoing.

Finance Parties shall mean the financial institutions, from time to time notified by the Lessor to the Lessee, from whom, in accordance with the Lease, finance for the acquisition or continued ownership of the Aircraft by the Lessor or the New Owner (as the case may be) has been, is to be, or is for the time being, obtained and/or in whose favor or for whose benefit security over the Aircraft is to be, or is for the time being, granted by the Lessor or the New Owner (as the case may be); provided always that such Finance Parties have, prior to the creation of any such security delivered to the Lessee and any Permitted Sublessee, a letter of quiet enjoyment in such form as may be reasonably agreed by the Lessor and the Lessee.

Flight Hour shall mean, with respect to the Airframe, each hour or part thereof elapsing from the moment the wheels of the Airframe leave the ground on take-off to the moment when the wheels of the Airframe touch the ground on landing and, with respect to each Engine, the APU and Landing Gear, each hour or part thereof which elapses from takeoff to touchdown of the Airframe or other airframe on which the Engine, the APU or the Landing Gear, as the case may be, may be installed (whether such Engine, the APU or the Landing Gear, as the case may be, is installed on the Airframe or another airframe). For the purpose of all calculations under the Lease measured in Flight Hours, such hours, including fractions thereof measured to two decimal places, shall be accumulated throughout each applicable Rent Period.

Governmental Authority shall mean and include, as applicable, (i) the FAA, the CAA and any other applicable Aeronautics Authority; (ii) any national government, or political subdivision thereof or local jurisdiction therein; (iii) any board, commission, department, division, organ, instrumentality, court, or agency of any entity described in (ii) above, however constituted; and (iv) any association, organization, or institution of which any entity described in (ii) or (iii) above is a member or to whose jurisdiction any such entity is subject or in whose activities any such entity is a participant, but only to the extent that any of the preceding in clauses (i)-(iv) have jurisdiction over the Aircraft or its operations.

Guarantee shall mean the Deed of Guarantee to be issued by Guarantor substantially in the form set forth in Exhibit L to the Lease and to be delivered by the Lessee to the Lessor in accordance with Section 2.3(b)(5) of the Lease.

Insured Value shall be identified in the Lease Supplement and shall equal Thirty-Eight Million Dollars (\$38,000,000).

Guarantor shall mean easyJet Plc, a company incorporated under the laws of England.

Item of Equipment or **Item** shall mean the Aircraft, the Airframe, any of the Engines, any Landing Gear, any of the Parts, or the APU.

Landing Gear shall mean the complete strut assembly, consisting of the inner and outer cylinders of each main landing gear and the nose landing gear and all associated parts that comprise each landing gear assembly, as listed in the Manufacturer's illustrated parts catalogue (*IPC*) for the Airframe, but excluding, without limitation, rotatable parts such as wheels, tires, brakes, transducers, switch assemblies, side struts, braces, and uplock, downlock mechanisms.

Landing Gear Overhaul Reserve shall mean the money paid by the Lessee to the Lessor within the Prior Period during the Term, this being an amount equal to Seven Dollars (\$7.00) times the number of Flight Hours of operation of the Airframe during such Prior Period for the Landing Gear on the Aircraft.

Law shall mean and include (a) any statute, decree, constitution, regulation, rule, order, judgment, or other directive of any Governmental Authority; (b) any treaty, pact, compact or other agreement to which any Governmental Authority is a party; (c) any judicial or administrative interpretation or application of any Law described in (a) or (b) above; and (d) any amendment or revision of any Law described in (a), (b) or (c) above.

Lease Supplement shall mean a Lease Supplement dated the Delivery Date in substantially the form of Exhibit A to the Lease, and any other Lease Supplement executed and delivered by the Lessor and the Lessee pursuant to the terms of the Lease.

Lessor's Lien shall mean any Lien which results from the Lessor's own acts or omissions or from claims against the Lessor not to be paid or indemnified against by the Lessee under the Lease and not arising from any breach by the Lessee of any of its Obligations.

Lien shall mean any mortgage, pledge, lien, charge, encumbrance, lease, exercise of rights, assignment, security interest or claim of any kind.

Maintenance Reserves shall mean the amounts to be paid by the Lessee to the Lessor pursuant to the terms of Exhibit M to the Lease, including, where applicable, the Engine Restoration Reserves, the Engine Life Limited Parts Reserve, and the Landing Gear Overhaul Reserve, but excluding Airframe Maintenance Payments.

Manufacturer shall mean, in the case of the Airframe alone, The Boeing Company, a Delaware corporation, and in the case of the Engines, such term shall mean CFM International, S.A. and in the case of any Part or Landing Gear, such term shall mean, the manufacturer of such Part, Landing Gear or APU.

New Owner shall mean such Person, as notified by the Lessor to the Lessee, to whom the Lessor transfers, or intends to transfer, title to the Aircraft in accordance with the Lease.

Obligations shall mean all of the Lessee's obligations, liabilities and agreements now existing or hereafter arising under the Lease or any other Operative Agreement which are owed to the Lessor.

Operative Agreements shall mean the Lease, the Lease Supplement, the Guarantee, any Permitted Sublease, any Permitted Sublease Security Assignment, any Consent and Agreement, the Purchase Agreement Assignment, the Engine Warranty Assignment, the Purchase Agreement as it relates to this Aircraft, and any and all documents, instruments and agreements entered into in connection with any of the foregoing.

Overhaul shall mean the complete refurbishment or major restoration of any Engine, of any Part, Landing Gear or the APU, as applicable, in accordance with the overhaul or restoration procedures in the Manufacturer's overhaul manual, or other applicable Manufacturer's maintenance or repair manual for such Engine, Part, Landing Gear or APU, the extent of which restores such Engine, Part, Landing Gear or APU to a "zero time since overhaul" condition, or such other restored condition sufficient to permit such Engine, Part, Landing Gear or APU to remain installed for the full expected interval between restorations based upon the Manufacturer's recommendations.

Parts shall mean any and all appliances, components, parts, instruments, appurtenances, accessories, furnishings, seats, and other equipment and capital improvements of whatever nature (other than complete Engines or engines, the APU or apu, and Landing Gear and temporary replacement parts as provided in Section 9.4 of the Lease), which may from time to time be incorporated or installed in or attached to the Airframe or any Engine or which have been removed therefrom, but where title to which remains vested in the Lessor in accordance with the terms of the Lease.

Past Due Rate shall mean interest at the rate per annum equal to one percent (1%) plus the prime rate of interest as publicly quoted by The Chase Manhattan Bank, N.A., New York, New York (or any successor thereof) or, if such bank shall no longer exist, by a replacement bank selected by the Lessor acting reasonably and notified by the Lessor to the Lessee in writing, subject to the maximum rate permitted by applicable Law, calculated on the basis of a year of 360 days and actual days elapsed.

Permitted Liens shall mean those Liens expressly permitted pursuant to Article 14.1 of the Lease, as set out in Schedule 2.

Permitted Sublease shall mean any sublease of the Aircraft to a Permitted Sublessee which complies with the terms and conditions set forth in Section 5.1 of the Lease.

Permitted Sublessee shall mean any air carrier to whom the Aircraft is subleased which is: (i) an Affiliate of the Lessee or the Guarantor; or (ii) approved by the Lessor, such approval not to be unreasonably withheld, and, in each case of such entity in the foregoing clauses (i) and (ii), is duly authorized by the appropriate Governmental Authority to operate the Aircraft for the public carriage of passengers and charge for hire or reward with respect to which, at the time such Person becomes a Permitted Sublessee pursuant to the terms and conditions of this Lease, no proceeding is pending under or in connection with Title 11 of the United States Bankruptcy Code, as now constituted or hereafter amended or under any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law.

Permitted Transferee shall mean either (i) a bank, insurance company or other corporation with a net worth of at least \$25,000,000 on the basis of its most recently audited accounts, or (ii) a partnership with a net worth of at least \$25,000,000 on the basis of its most recently audited accounts, provided that if a transferee does not have the requisite capital and surplus, or net worth, it shall nevertheless be a Permitted Transferee if the Lessor continues to be liable for (or if the parent of such transferee meets such net worth test and such parent enters into a legal, valid and binding agreement, in form and substance reasonably satisfactory to the Lessee, effective to confirm that such parent shall be liable for) all the obligations of the Lessor hereunder assumed by the transferee prior to such assumption.

Person shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company or partnership, Governmental Authority or other entity of whatever nature.

Prior Period shall mean the 15 days following the last day of each calendar month.

Purchase Agreement means the Purchase Agreement No. 2165 dated as of 23 July 1998 between Boeing and easyJet Holdings Limited, as amended by a Supplemental Agreement No. 1 dated 29 March 2000 between Boeing and easyJet Holdings Limited and as transferred from easyJet Holdings Limited to EASYJET PLC (previously easyJet Limited) by an Assignment and Assumption Agreement dated 30 April 2000, providing, amongst other things, for the sale by Boeing to EASYJET PLC of the Aircraft, as said agreement may be further amended to the extent permitted by its terms and incorporating by reference the Aircraft General Terms Agreement AGTA-EZY dated 16 September 1997 made between easyJet Holdings Limited and Boeing as transferred from easyJet Holdings Limited to EASYJET PLC by an Assignment and Assumption Agreement dated 30 April 2000.

Purchase Agreement Assignment shall mean that certain Purchase Agreement Assignment and Assumption Agreement, substantially in the form of Exhibit F to the Lease, dated on or about the Delivery Date, among the Lessor, the Guarantor and the Lessee, relating to the Aircraft.

Related Leases shall mean any and all leases of aircraft between the Lessor or any Affiliate of the Lessor, or trustee on behalf of the Lessor or any Affiliate of the Lessor, as the lessor, and the Lessee or any Affiliate of the Lessee, as the lessee, whether such leases may be construed to be "true" leases, finance leases or otherwise.

Renewal Term shall have the meaning set forth in Section 3.3 of the Lease.

Rent shall mean Adjusted Basic Rent and Supplemental Rent payable pursuant to Section 3 of the Lease.

Rent Period shall mean each of the consecutive monthly periods throughout the Term of the Lease, the first such period commencing on the Delivery Date and ending on and including the date immediately prior to the first monthly anniversary of the Delivery Date, and thereafter, each of the remaining monthly periods during the Term commencing on and including the monthly anniversary date corresponding to the Delivery Date and ending on and including the date immediately prior to the next succeeding monthly anniversary date.

Security Agent shall mean such Person, as notified by the Lessor to the Lessee, who will act as security agent for and on behalf of the Finance Parties in relation to any financing arrangements to be entered into in respect of the Aircraft in accordance with the Lease.

Security Trustee shall mean such Person, as notified by the Lessor to the Lessee, who will act as security trustee for and on behalf of the Finance Parties in relation to any security to be granted over the Aircraft as a result of a financing thereof in accordance with this Lease.

State of Registration shall mean England or such other country or state or jurisdiction as the Aircraft is, in accordance with the Lease, registered from time to time.

Sublease Security Assignment shall mean the Sublease Security Assignment (if any) in a form being reasonably acceptable to the Lessor, between the Lessee, as debtor, and the Lessor and Lessee, as secured party, as the same may be modified, amended or supplemented from time to time, and which shall be consented to in writing by the Permitted Sublessee, pursuant to a Sublessee Consent and Agreement.

Sublessee Consent and Agreement shall mean a consent and agreement (if any) in a form being reasonably acceptable to the Lessor and Lessee, by a Permitted Sublessee relating to a Permitted Sublease, the Aircraft subleased thereunder and the other collateral, if any described therein.

Supplemental Rent shall mean all amounts, liabilities and obligations (other than Adjusted Basic Rent, Airframe Maintenance Payments and Maintenance Reserves) which the Lessee assumes or agrees to pay to the Lessor under the Lease, including, without limitation, (a) any payment of Insured Value, (b) any payment of indemnity required by Sections 10, 13 and 19.10 of the Lease, (c) any maintenance obligations and (d) to the extent permitted by applicable Law, interest at the Past Due Rate (all computations of interest payable under the Lease as payable pursuant to the Lease).

Taxes shall mean any and all sales, use, business, gross or net income, personal property, license, documentation, transfer, import, export, fuel, leasing, occupational, value added, excess profits, excise, gross or net receipts, franchise, stamp, environmental and other taxes, levies, imposts, withholdings, charges, fees, assessments or duties of any nature, together with any penalties, fines, additions to tax or interest thereon imposed by any Federal, state or local government or taxing authority in the United States, or by any foreign country or any taxing authority or subdivision thereof.

Term shall mean the period of time commencing on the Delivery Date for the Aircraft and continuing through the date on which the Lease expires or is terminated in accordance with the terms of the Lease, including any Renewal Terms.

United States means the United States of America.

Schedule 2**Section 14.1 of the Lease****Permitted Liens**

The Lessee shall not during the Term, directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to this Lease, any Item of Equipment, title thereto or any interest therein, except (i) the respective rights of the Lessor and the Lessee as herein provided; (ii) a Lessor's Lien; (iii) Liens for Taxes not yet due or being contested in accordance with Article 10 hereof and so long as adequate reserves are maintained with respect to such Liens; (iv) inchoate materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of business and for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings; (v) any Permitted Sublease, and the rights of others under any agreements or arrangements to the extent expressly permitted under this Lease; and (vi) liens arising out of judgments or awards against the Lessee or any Permitted Sublessee with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith and for which a stay of execution has been granted so long as the same does not involve a reasonable prospect of the sale, forfeiture or loss of the Airframe or any Engine or any interest therein. The Lessee shall not be permitted to contest any Lien if such contest gives rise to any reasonable possibility of the sale, forfeiture, confiscation, seizure or loss of any Item of Equipment or any interest therein in the course of any such proceedings, or as a result of any such Lien, except where the Lessee has provided adequate reserves for the payment of the contested Lien. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such Lien not excepted above if the same shall arise at any time with respect to any Item of Equipment.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03034606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AIRCRAFT LEASE AGREEMENT DATED THE 30th JANUARY 2002 AND CREATED BY EASYJET AIRLINE COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NEWCOURT ASSET FINANCE INTERNATIONAL UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Post
NB